

AG Contract No. KR98-2618TRN  
ADOT ECS File No. JPA 98-191  
Project: RAM 600-0-526 / H 4780 01C  
Section: 101L- Agua Fria Freeway  
Encanto Boulevard to Camelback Road

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GLENDALE

C - 3867

THIS AGREEMENT is entered into 23 April, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City")

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Section 3, Article I, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to State's project on the Agua Fria Freeway from Encanto Boulevard to Camelback Road, the City requests the State incorporate additional and enhanced utility related items at the City's expense, herein referred to as "the Project". The cost of the Project is estimated at \$163,123.00, which includes up to 14% for construction engineering and administration", as shown on Exhibit "A", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23165  
Filed with the Secretary of State  
Date Filed: 04/23/99

Petrey Bayless

Secretary of State

By Dicky V. Harnewold

## **II. SCOPE OF WORK**

### **1 The State will:**

- a. Upon execution of this agreement, invoice the City for the estimated cost of the Project, in an amount estimated at \$163,123.00, as shown on Exhibit "A".
- b. Provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Coordinate with the City and incorporate City design review comments as appropriate.
- c. Call for bids, award one or more construction contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State.
- d. Upon completion of the Project, invoice or reimburse the City any difference between the amount initially paid by the City and the actual costs for design and construction of the Project, plus up to 14% for construction engineering and administration charges. Include a detailed recapitulation of costs with the invoice.

### **2. The City will:**

- a. Upon execution of this agreement and receipt of an invoice, pay the State for the estimated cost of the Project, in an amount estimated at \$163,123.00, as shown on Exhibit "A".
- b. Review the design documents and provide comments as appropriate.
- c. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.
- d. Upon completion of the Project, reimburse the State within 30 days after receipt of an invoice, any difference between the amount initially paid by the City and the actual costs for design and construction plus 14% for construction engineering and administration charges.
- e. Upon completion and acceptance of the work by the State, provide maintenance to the Project.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project and payments; provided, however, that this agreement, except any provisions herein for perpetual maintenance, may be canceled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

City of Glendale  
Engineering Director  
5850 W. Glendale Avenue  
Glendale, AZ 85301

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, MD 616E  
Phoenix, AZ 85007


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF GLENDALE**

**STATE OF ARIZONA**

Department of Transportation

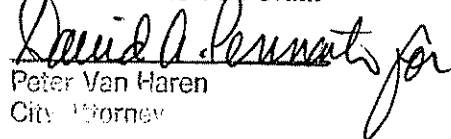
By   
ELAINE M. SCRUGGS  
Mayor

By   
VICTOR M. MENDEZ, P.E.  
Deputy State Engineer

ATTEST

By   
PAMELA OLIVEIRA  
City Clerk

APPROVED AS TO FORM:

  
Peter Van Haren  
City Attorney

RESOLUTION NO. 3271 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
GLENDALE, MARICOPA COUNTY, ARIZONA,  
AUTHORIZING AND DIRECTING THE ENTERING INTO OF  
AN INTERGOVERNMENTAL AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE  
DESIGN AND CONSTRUCTION OF UTILITY RELOCATIONS  
AND EXTENSIONS REQUIRED FOR THE CONSTRUCTION  
OF THE AGUA FRIA FREEWAY (LOOP 101).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (JPA 98-191) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

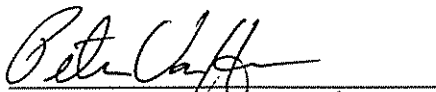
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of February, 1999.

  
MAYOR

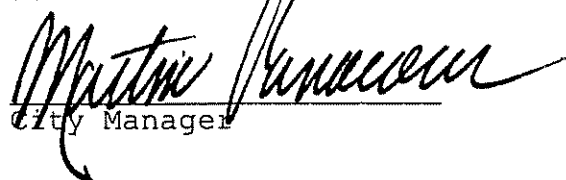
ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

APPROVAL OF THE CITY OF GLENDALE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 23<sup>rd</sup> day of February, 1999.

Pete Van Haren

City Attorney



JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2618TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 15, 1999.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/20247

Enc.

**EXHIBIT "A"**

ADOT ECS FILE No. JPA 98-191  
 Project: RAM 600-0-526 / H 4780 01C  
 Section: 101L - Agua Fria Freeway  
 Encanto Boulevard to Camelback Road

	ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	5012548	STORM DRAIN PIPE, 48" (STUBOUT)	L.FT.	20	\$75.00	\$1,500.00
2						
3	8080995	WATER MAIN (24" EFFLUENT) (COG CAMELBACK ROAD)	L. FT.	886	\$110.00	\$97,460.00
4						
5						
6	8081009	WATER MAIN (12") (COG CAMELBACK ROAD)	L. FT.	1435	\$25.00	\$35,875.00
7		(CITY EXPENSE TO UPSIZE EXISTING 8" TO 12") (ASSUMING 8" = \$50/FT)				
8						
9						
10		<b>SUBTOTAL</b>				\$134,835.00
11						
12		C & E - 14%				\$18,877.00
13						
14		(CITY EXPENSE FOR DESIGN OF 24" EFFLUENT)	L. SUM	1	\$9,411.00	\$9,411.00
15		<b>TOTAL</b>				\$163,123.00

RESOLUTION

BE IT RESOLVED on this 6th day of November 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Glendale for the purpose of defining responsibilities for the incorporation of additional utility related items, at the City's expense, incident to the State's project on the Agua Fria Freeway, 101L.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



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DAVID ALLOCCO, Manager  
Engineering Technical Group

for MARY E. PETERS, Director